



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD
SECTION A**



1. ISSUED BY/ADDRESS OFFER TO: Government of the District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024 (202) 724-5300		2. PAGE OF PAGES: 1 OF 62 3. CONTRACT NUMBER: 4. SOLICITATION NUMBER: CFSA-09-R-0001 5. DATE ISSUED: August 20, 2009 6. OPENING/CLOSING DATE & TIME: August 20, 2009/September 21, 2009 @ 2:00 PM	
7. TYPE OF SOLICITATION: <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:		
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"			

SOLICITATION

9. Sealed offers in original and **2 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **no later than 2:00 PM (EST) as specified in block six (6).**

CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION CALL	NAME: Cheryl Anderson Contract Specialist	TELEPHONE NUMBER: (202) 724-7419	B. E-MAIL ADDRESS: cheryl.anderson@dc.gov
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OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DISTRICT under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):			AMENDMENT NO:		DATE:	
14. NAME AND ADDRESS OF OFFEROR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)			
14A. TELEPHONE NUMBER:			15A. SIGNATURE:		15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:				

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) TARA SIGAMONI	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:	
IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE			

SECTION B - SUPPLIES OR SERVICES AND PRICE**B-1 SERVICES**

The District of Columbia, Child and Family Services Agency (“CFSA”), is seeking a contractor to provide Maintenance and Support (M&S) for its web-based Statewide Automated Child Welfare System (SACWIS), hereinafter called FACES.NET. The District also expects to engage in additional ongoing development activities during the contract period via the use of subsequent firm fixed price Task Orders (TO) issued to the winning Offeror or to other vendors if declined by the winning Offeror.

B-1.1 The Contractor shall provide all necessary labor, management, supervision, equipment, materials, transportation, facility(s) and any other items necessary to provide the services of the resultant contract.

B-1.2 The District will award a Firm-fixed Price (FFP) contract for M&S (as described in Section C.5) and will issue Task Orders for ongoing development during the course of the contract period when necessary.

Offerors shall be capable of providing all services outlined herein. The Offerors shall propose the mix of personnel and staffing levels to provide M&S. As a Basis of Estimate (BOE) for future task orders, Offerors shall also provide hourly rates for specific labor categories as they pertain to the development activities. The Offerors can propose additional labor categories with rates that, in their opinion, are required to support any of the ongoing development tasks.

B-2 TYPE OF CONTRACT**B-2.1 REQUIREMENTS**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimates stated herein reflect the best estimates available, and shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.4. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after September 30, 2012.

B-2.2 The District contemplates award of a contract with payments based on a FFP for M&S. Firm Fixed Price Task Orders (TO) will be issued during the contract term on an as needed basis for on-going system development. The winning Offeror will be required to present level of effort and staffing requirement estimates for each subsequent TO. These estimates shall be based on the labor rates approved at contract issuance. The contractor shall deliver all items and perform all services in accordance with the terms and conditions of the contract and TOs.

B-3 ESTIMATED QUANTITIES

B-3.1 It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Request for Proposals reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

B-4 PRICING SCHEDULE

Offeror shall complete and return the Pricing Schedule in the Proposal Package.

PRICING SCHEDULE – AGGREGATE AWARD GROUP ITEMS 0001 - 0005**Base Period (Year 1)**

Item No.	Supplies/Services	Quantity	Units	Unit Price	Amount
0001	Maintenance and Support Only	12	Month	\$	\$
0002	Labor Category I Project Manager	1	Hour	\$	\$
0003	Labor Category II Functional Lead/System Designer	1	Hour	\$	\$
0004	Labor Category III Software Developer	1	Hour	\$	\$
0005	Labor Category IV Database Administrator	1	Hour	\$	\$
	SUB-TOTAL				\$ _____

Base Period (Year Two) AGGREGATE AWARD GROUP ITEMS 0001 - 0005

Item No.	Supplies/Services	Quantity	Units	Unit Price	Amount
0001	Maintenance and Support Only	12	Month	\$	\$
0002	Labor Category I Project Manager	1	Hour	\$	\$
0003	Labor Category II Functional Lead/System Designer	1	Hour	\$	\$
0004	Labor Category III Software Developer	1	Hour	\$	\$
0005	Labor Category IV Database Administrator	1	Hour	\$	\$
	SUB-TOTAL				\$ _____

Base Period (Year 3) AGGREGATE AWARD GROUP ITEMS 0001 - 0005

Item No.	Supplies/Services	Quantity	Units	Unit Price	Amount
0001	Maintenance and Support Only	12	Month	\$	\$
0002	Labor Category I Project Manager	1	Hour	\$	\$
0003	Labor Category II Functional Lead/System Designer	1	Hour	\$	\$
0004	Labor Category III Software Developer	1	Hour	\$	\$
0005	Labor Category IV Database Administrator	1	Hour	\$	\$
	SUB-TOTAL				\$_____

Option Year One – AGGREGATE AWARD GROUP ITEMS 1001 - 1005

Item No.	Supplies/Services	Quantity	Units	Unit Price	Amount
1001	Maintenance and Support Only	12	Month	\$	\$
1002	Labor Category I Project Manager	1	Hour	\$	\$
1003	Labor Category II Functional Lead/System Designer	1	Hour	\$	\$
1004	Labor Category III Software Developer	1	Hour	\$	\$
1005	Labor Category IV Database Administrator	1	Hour	\$	\$
	SUB-TOTAL				\$_____

Option Year Two – AGGREGATE AWARD GROUP ITEMS 2001 - 2005

Item No.	Supplies/Services	Quantity	Units	Unit Price	Amount
2001	Maintenance and Support Only	12	Month	\$	\$
2002	Labor Category I Project Manager	1	Hour	\$	\$
2003	Labor Category II Functional Lead/System Designer	1	Hour	\$	\$
2004	Labor Category III Software Developer	1	Hour	\$	\$
2005	Labor Category IV Database Administrator	1	Hour	\$	\$
	SUB-TOTAL				\$_____

TOTALS:

Base Year: \$_____

Option Year 1: \$_____

Option Year 2: \$_____

TOTAL BASE PLUS OPTION YEARS: \$_____

******END OF SECTION B******

SECTION C

DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C-1 Child and Family Services Agency Background

The mission of the Child and Family Services Agency is to promote the safety, permanence, and well-being of children and families in the District of Columbia.

CFSA has four basic functions: (1) Child Protective Services (2) Supportive Family or In-Home Services (3) Foster Care and (4) Permanence.

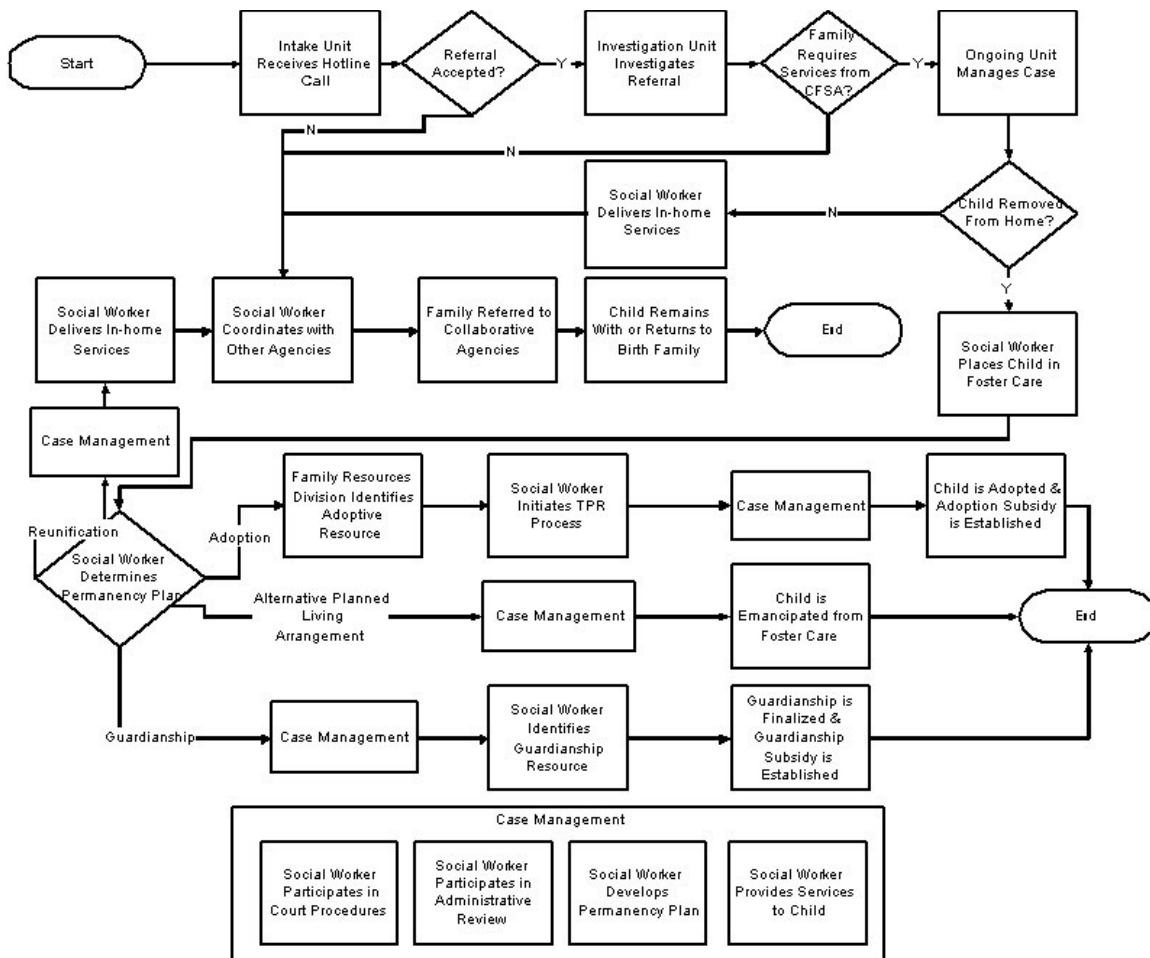
Child Protective Services is the gateway to child protection. When people report child abuse or neglect to CFSA, Child Protective Services is the first critical step to protecting child victims. CFSA has several units of trained investigators that examine reports of child abuse and neglect wherever incidents occur in the District. A special CFSA unit located with the Youth Division of the Metropolitan Police Department investigates reports of child sexual abuse with police.

In-Home Services is the bridge to help troubled families to heal. CFSA connects families to services such as counseling, parenting classes, housing and child care assistance, and substance abuse treatment. The Healthy Families/Thriving Communities Collaboratives provide a variety of supportive programs to families in their own neighborhoods.

Foster Care is a safe and short-term haven. When parents are unable or unwilling to keep children safe, CFSA with court approval must remove the children from home. CFSA then works with parents to help them overcome family problems so the children can return home to a safe environment. Meanwhile, the children stay in the least restrictive, most family-like setting that can meet their needs. In most cases, parents can visit their children regularly while working toward taking them home.

In addition, CFSA's Office of Clinical Practice works to improve health and mental health services to all children and families we serve. Clinical doctors and nurses on staff at CFSA provide expert advice to social workers and foster parents.

Permanence is a safe exit. CFSA creates pathways to permanence through four processes: reunification, guardianship, adoption and life-long connections. All young people need a stable, nurturing family or other enduring connections to grow and develop to their full potential. CFSA has made great strides in achieving permanence for more children more quickly. Although many children are reunited with their birth families, some find permanence through legal guardianship, life-long connections to a mentor or family-like member, or adoptive parents.



C-3 FACES.NET Background

FACES.NET is the District of Columbia's Statewide Automated Child Welfare Information System (SACWIS) and is a comprehensive case management system that supports the Agency in each of the four basic functions outlined in the previous section.

The system was implemented in 1999 by a contractor, Deloitte Consulting. The West Virginia SACWIS was transferred and adapted to meet the District of Columbia's requirements and child welfare business processes. The West Virginia system is a transfer of the SACWIS developed for the state of Oklahoma. In January 2005, the District achieved approval from the Administration for Children and Families (ACF) of its SACWIS with the official designation of "SACWIS Compliance Action Plan Approved." At that time the only remaining requirement was the completion of the Title IV-D interface.

In 2004, the District awarded a contract to Deloitte Consulting to provide implementation, warranty, maintenance, and support for a web-enabled version of FACES. FACES.NET, the web version of the District's original SACWIS, was implemented in February 2006. FACES.NET included enhanced functionality in the areas of Intake and Investigations, Provider and Contracts management, and common framework.

ACF completed a secondary SACWIS Assessment Review on the FACES.NET system in March 2007. The final outcome of the assessment is pending at this time (5/28/09). However, there were several requirements for which the ACF finding was "conditionally conforms" that necessitate enhancements to the current system functionality. The District is determining timelines for developing and implementing the enhancements.

C-4 Technical Background

FACES.NET is a web-based system with user interface screens and business logic developed using Microsoft .NET technology. The original version of the web-based system was in .NET version 1.1 but upgraded to version 3.0 in 2008.

The FACES.NET application consists of approximately 1 million lines of code formulated into 12 logical application modules, 590 user interface screens, 4030 objects, and 50 batch programs. The Oracle 9i database uses 1071 Oracle tables with 937 primary and 657 foreign keys to support the application. The Oracle database runs on a UNIX operating system. See appendix A for application infrastructure and architecture. The FACES.NET production environment is located at CFSA's data center and the failover/business continuity environment is located in a data center managed by the District's Office of the Chief Technology Officer.

The application is built using a multi-tiered architecture approach with three distinct logical tiers: presentation, business, and data access. Each of these logical tiers is supported by various components, which are built on a group of cutting edge technologies.

The presentation tier of FACES.NET application consists of user interface and controller components. The user interface component contains GUI pages, presentation layer logic encapsulated in user controls, code behind files, and graphics. The controller component passes data from ASP.NET pages to specific business tier components using Asynchronous

JAVA and XML (AJAX) calls. The user interface and controller components are built using a combination of ASP.NET Web Forms, C#, JavaScript, DHTML, .NET Framework v3.0 and XML technologies.

The business tier of FACES.NET application consists of Business Workflow Components, and Business Components. The Business Workflow Components manage the execution of each part of the task through multiple business components. The FACES.NET application uses Microsoft Windows Workflow Foundation for business workflow components such as approvals. A Business Component performs a single work item and deals directly with data access layer. Both of these components are built using a combination of C#, .NET Framework v3.0, Microsoft Windows Workflow Foundation, and .NET Web Services (SOA).

The data access tier of FACES.NET application consists of Data Access Layer Components, and Data Access Logic. The Data Access Layer Component passes data elements to necessary the stored procedure. The Data Access Logic provides highly optimized mechanism for communication with data stores. Both components of data access tier are built using a combination of C#, .NET Framework v3.0, and PL/SQL stored procedures. The Oracle 9i relational database is used to support the application and is installed on an HP/Unix platform. The current production database is used for the FACES.NET application, batch processing and CFSA's information management reports processing.

A failover database server is housed on a similar platform as the production database server. This server also hosts the development/testing, pre-production and training databases.

During FY2009, the District will be implementing several database infrastructure changes. The planned changes include creating three dedicated environments for critical business functions and an upgrade to Oracle version 10g. The system will remain on the UNIX platform and the new HP Integrity database servers will be housed in the District's Office of the Chief Technology Officer's (OCTO) datacenters. These dedicated environments will be:

1. FACES.NET production and batch processing
2. Business continuity and disaster recovery failover
3. FACES.NET development

Additionally, CFSA will migrate its information management environment to the District's Citywide Data Warehouse.

The District expects these activities to be completed by the start date of this contract.

Along with the use of some of the most cutting edge technologies, the FACES.NET application also uses a variety of third party tools to provide the enhanced end-user experience. Some of the third party tools that are integrated with FACES.NET are Keyoti Rapid Spell for spell checking features, Atalasoft DotTwain for document scanning and imaging, Citizenatlas for address verification, Intelligent Search for probabilistic matching, and Crystal Reports/Business Objects to serve ad hoc and management reporting needs.

The FACES.NET application uses a variety of hardware components that work together to support the application and take into consideration critical factors such as load balancing, redundancy, fault tolerance, disaster recovery and interoperability. At a high level these

components include application servers, state management servers, database servers, LDAP server, reports server, and load balancers.

Data from the FACES.NET is used in approximately 600 management reports (report maintenance and development is not part of this RFP) and meets the Federal AFCARS and NCANDS requirements. The system electronically exchanges information with four external agencies. The agencies are D.C. Superior Court, Income Maintenance Administration, D.C. KIDS – Medical Provider, and the District’s Office of the Chief Financial Officer (R*STARS). The requirements for an interface with the District’s Child Support Enforcement Division have been gathered and the functional design has begun. Development of the interface may be done as part of this contract.

C-5 Maintenance and Support Tasks for FACES.NET

C-5.1 The Contractor shall maintain and update the existing Oracle database as required including backups. The backups shall be done daily with cold backups completed weekly. CFSA anticipates that this shall require one experienced Oracle database administrator.

C-5.2 The Contractor shall maintain the existing FACES.NET application Microsoft .NET 3.0 code. Recent experience indicates that during a 12 month period approximately 120 source code fixes and 375 data fixes must be addressed during regularly scheduled system builds or on an ad hoc emergency bases.

Source code fixes are required when there is an error, flaw, mistake, failure, or fault in the application that prevents it from behaving per the intended design and therefore produces an incorrect or unexpected result. The District expects the Contractor to adequately manage its internal quality assurance and release processes to keep source code fixes at a minimum.

Data fixes are required to rectify incorrect data that cannot otherwise be corrected by end-users or would be too cumbersome an effort for end users to complete. Data fixes are usually the result of user error or system bugs.

C-6 Maintenance and Support Plan Methodology

The Contractor shall provide a detailed M&S Plan, consistent with the Contractor’s methodology and approach, for maintaining and supporting the FACES.NET system. The plan shall explain the roles, staffing, tool, and procedures used to maintain and support FACES.NET. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the contract as requested by the Contracting Officer’s Technical Representative (COTR). The FACES.NET M&S Plan shall be submitted to CFSA for approval one month prior to the beginning of the first year of the contract and each subsequent year, including option years if exercised.

C-7 Ongoing Development Activities

In addition to M&S the District may choose to engage the contractor in ongoing development activities during the course of the contract period. Ongoing development activities will be awarded as FFP TOs with specific deliverables. The District may choose to openly compete any and all ongoing development activities but would prefer to engage the winning Offeror to provide the required services.

C-7.1 The District will provide the Contractor with a comprehensive scope of work for any development activity. The Contractor shall then have an opportunity to provide a price for the development activity to include, at a minimum, the labor category and labor hours for each labor category and the time required to complete the activity. The District and the Contractor may negotiate and come to an acceptable price and time agreement. Upon completion of this negotiation, the District will issue an FFP TO. If the District and the Contractor fail to reach an agreement the District will have the option to openly compete for these services.

Additionally, Contractors must include in their response to this RFP a detailed description of their Software Development Life Cycle (SDLC) methodology and approach including roles, staffing patterns, tools, and procedures used to evaluate and implement system enhancements. The SDLC milestones are described in section C-8.

Section C-11 provides Offerors a description of three levels of effort for system enhancements. Section C-12 describes several system enhancements the District may undertake during the contract period. These sections are included to provide Offerors data about the amount of work and number of task orders that might be issued.

C-8 SDLC Milestones

The Contractor shall have sole responsibility for the following stages of the software development life cycle except for the requirements gathering and joint application design (JAD) phases which will be done in conjunction with CFSA IT staff.

C-8.1 Requirements Gathering

The Contractor shall manage and perform requirements gathering sessions for system enhancements under the direction of the CFSA Program Monitor or designee. The Contractor shall be responsible for written documentation of requirements in a format to be agreed upon by the Contractor and the CFSA Program Monitor or designee. All requirements require CFSA approval before Contractor shall proceed to design phase.

C-8.2 Design Specification

The Contractor shall lead all JAD sessions related to system enhancements based on requirements gathering phase. For each enhancement the Contractor shall provide a written general and detail system design document including the implementation plan. Design documentation shall include but not be limited to modules, screen modules, processes, system

reports, external interfaces, and database modifications in line with CFSA's business processes. Documentation shall be in a format defined by the contractor prior to contract signing and agreed to by CFSA. All design documents require CFSA approval before the Contractor shall proceed to the development phase.

C-8.3 Development and Testing

Contractor shall have sole responsibility for the development related to system enhancement design documentation. Development processes shall follow the handbook of standards and procedures created for the FACES.NET project. The Contractor shall be responsible for conducting unit, system and regression testing. Upon successful completion of such testing by the Contractor CFSA will complete user-acceptance and its own regression testing prior to implementation. The District expects the Contractor to adequately manage its internal quality assurance and release processes to keep source code fixes related to enhancement development at a minimum.

C-8.4 Implementation

The Contractor shall be responsible for carrying out implementation activities as outlined in the implementation phase of the design document. Such activities may be done in conjunction with CFSA technical staff and/or OCTO.

C-9 Documentation

The Contractor shall provide System Documentation of system enhancements and changes, including screens, reports, processes, external interfaces and the database. The Contractor shall submit the System Documentation of system enhancements to CFSA for approval as per the agreed upon timeframes and project plan for each enhancement. The deliverable shall not be deemed complete until systems documentation has been accepted by the COTR.

The Contractor shall provide the management oversight required to effectively perform the above tasks.

C-10 Labor Category Descriptions

C-10.1 **Project Manager** - The Project Manager shall be responsible for managing the contract team and for the successful maintenance, support, and ongoing development, of FACES.NET. The position requires a Bachelor's degree and a minimum of four years of management or project management experience. Relevant work experience shall include successful management of a SACWIS. The Project Manager shall have a minimum of three (3) years experience in SACWIS.

C-10.2 **Functional Lead** – The Functional Lead shall demonstrate his/her expertise in the Software Development Life Cycle (SDLC) as described in section C-11. The functional lead will be responsible for seeing enhancements through the entire lifecycle. This position requires extensive knowledge in requirements gathering and defining business rules and processing. This position requires a Bachelor's degree in Information Systems or related area, a minimum four years in software

development preferably with some SACWIS experience, and a minimum of three year in .NET expertise.

C-10.3 **System Designer** – The Functional Lead/System Designer shall demonstrate his/her expertise in system architecture, .NET Design and development for .NET infrastructure. This position requires a Bachelor's degree in Information Systems or related area, a minimum four years in software development preferably with some SACWIS experience, and a minimum of three year in .NET expertise.

C-10.4 **Software Developers** – The Software Developers shall demonstrate expertise in .NET design and development. These positions require a Bachelor's degree in Information Systems and a minimum of two years current experience in .NET development.

C-10.5 **Database Administrator** – The Database Administrator shall be able to install, maintain, and upgrade Oracle databases, tools, and related products, troubleshoot DBMS and Applications problems, and shall assist in the design and development of new processes and technologies. Additional abilities include ongoing tuning and system performance optimization as well as backup/recovery expertise. This position requires a Bachelor's degree in Information System, Computer Science or equivalent degree and a minimum of two years of specialized experience in Oracle database administration and general experience on a multi-server local area network.

C-11 Level of Effort (LOE) Definitions

C-11.1 Significant: The time period for the software development life cycle (SDLC) from beginning to end is greater than six months and a team of five to eight individuals, including a functional lead, system designer, and three to five software developers. (Depending on the complexity of the enhancement the functional lead and system designer may be the same individual if deemed appropriate by the Contractor and the CFSA Program Monitor or designee). The SDLC includes requirements gathering; system design and development; unit, system, acceptance and regression testing; end-user training; and implementation.

C-11.2 Medium: The time period for the SDLC from beginning to end is greater than three months but less than six months and a team of four to six individuals, including a functional lead, system designer, and two to four software developers. (Depending on the complexity of the enhancement the functional lead and system designer may be the same individual if deemed appropriate by the Contractor and the CFSA Program Monitor or designee). The SDLC includes requirements gathering; system design and development; unit, system, acceptance and regression testing; end-user training; and implementation.

C-11.3 Minor: The time period for the SDLC from beginning to end is less than three months and a team of two to four individuals, including a functional lead, system designer, and one to three software developers. (Depending on the complexity of the enhancement the functional lead and system designer may be the same individual if deemed appropriate by the Contractor and the CFSA Project Manager or designee). The SDLC includes requirements gathering; system

design and development; unit, system, acceptance and regression testing; end-user training; and implementation.

C-12 Ongoing Development Tasks for FACES.NET

The District may choose to award Task Orders for ongoing development during the contract period of performance. If the District does choose to include ongoing development in the contract, the Contractor shall provide analysis, design, development, unit and system testing for all FACES.NET system enhancements. A system enhancement is a change to existing system functionality or the addition of new functionality based on business requirements.

The following section provides the descriptions of a number of enhancements related to Federal policy requirements, SACWIS Assessment Review (SAR) findings, and local practice that the District expects to be made over the period of this contract and option years. A generic estimate of the Level of Effort is provided for each identified enhancement. Contractors should not expect this list to be exhaustive; or that all enhancements in the list will be completed during the contract period; or that the LOE estimate is definitive. The Contractor and the CFSA Program Monitor or designee(s) will collaborate to characterize the level of effort for all ongoing development tasks. The District may identify other system priorities during the course of contract.

C-12.1 National Youth in Transition Database (NYTD): The John H. Chafee Foster Care Independence Program (CFCIP) provides States with flexible funding to create programs for youth that aid in the transition from foster care to self-sufficiency. Federal statute requires that ACF create a data collection system that tracks data on children and youth receiving independent living services; tracks data on the type and quantity of independent living services provided to youth; and track outcome measures to assess the performance of States. NYTD is the database. States are expected to begin submitting NYTD data in fiscal year 2011. The Contractor shall aid the District in gathering the NYTD requirements; design, develop, and test required screen changes; and design and develop the extraction code and submission file.

LOE: Medium.

C-12.2 IV-D (Child Support) System Interface: Federal regulations require that an interface between the SACWIS and the State's automated Child Support system. The Contractor shall develop and test an interface with the Office of Child Support and Enforcement Division pursuant to SACWIS and ACF regulations, including required screen changes. The requirements and design of the interface have been completed.

LOE: Medium.

C-12.3 Court Improvement Plan (CIP) Phases 2 and 3: The District of Columbia's Superior Court (DCSC) was awarded a Federal Court Improvement Program Data Collection and Analysis Grant in order to refine and enhance its existing electronic interfaces with other District agencies, including CFSA. CFSA expects that phase 1 of the Court improvement plan (the electronic submission of complaint forms to initiate case activity) will be completed in FY2009. Phases 2 and 3 involve the electronic submission of court reports from CFSA to DCSC and the electronic receipt of court orders from DCSC to CFSA. CFSA utilizes XML technology for the existing interfaces with DCSC.

LOE: Medium (for each phase).

The following are descriptions of system enhancement related to the SACWIS Assessment Review (SAR):

C-12.4 Client Merge: The SAR found that the FACES.NET functionality for merging duplicate clients was lacking. Correcting the client merge functionality will require an enhancement to the system comprising of system analysis and development. The project will be broken down into the following phases:

- Analysis of current functionality
- Identification of system gaps
- Requirements determination with program staff
- Analysis of existing business processes and development of new processes if necessary
- System development
- Testing
- System implementation

LOE: Significant.

C-12.5 Provide online documentation: The SAR findings required the District to provide end-users with screen specific and field specific help. The District's plans to implement this requirement in two ways:

Field specific help will be accomplished, where appropriate, via pop-up definitions as has been implemented in the Structured Decision Making functionality. The contractor, in conjunction with District staff will conduct analysis to determine where field specific help is most beneficial.

Screen specific help will be accomplished through creating screen level hyperlinks to user manuals as well as policy and procedure manuals. The District has identified a timeline of 18 months to factor in all the identified steps to be executed from conception to implementation.

LOE: Significant.

C-12.6 Provide online training: In order to meet the requirement to provide online training for end users, the District will deploy a safe training environment that would give continued access to users beyond completion of their formal FACES.NET training. This safe training environment became known as the "Sandbox".

The Sandbox will allow users to enter sample case scenarios into the FACES.NET system to evaluate potential outcomes, and not have any harm to the production FACES.NET database. The Sandbox is an environment that will encourage users to explore endless possibilities and will instill confidence of using the FACES.NET system.

LOE: Medium.

C-12.7 Generate foster care license revocation alert: The SAR found that the system does not alert social workers of the revocation of a license for a foster home in which a child on the worker's caseload is placed. To rectify this issue the District will work with program staff and licensing and monitoring staff to gather the requirements for the alert and escalation process. Requirements will include:

- The alert will be a system generated alert and will include an escalation strategy in terms of management hierarchy.
- When should social workers be alerted - When an investigation on the provider is initiated, upon revocation of the license, or at some other milestone?
- Who should be alerted – Only the social worker, the social worker plus the supervisor, etc?
- What should be the response – What are the appropriate actions in response to the alert and are these documented in the system to delete the alert?
- How would the alert be generated – Is the standard functionality for generating alerts sufficient or should the system do something new?

LOE: Minor.

C-12.8 Create screen level reports: The SAR found that the SACWIS needed to provide more screen level reports to assist end-users in managing their workloads and to aid CFSA's Fiscal Operations staff in monitoring client specific expenditures.

LOE: Medium.

The District in conjunction with the Contractor will set a release schedule for the contract period based on the level of effort for the aforementioned enhancements.

C-13 Table 3.1 FACES MODULES

Category	Module	Description
Administrative	Administrative	The Administrative module category supports a variety of functions including security and payment for provider services.
	Contracts	The Contracts module specifies the services each contract Contractor is authorized to provide and the payment rate for each service.
	Finance	The Finance module is used to create and document financial transactions for clients, including accounts payable, accounts receivable, and Title IV-E eligibility.
	Provider	The Provider module shows each provider's available resources and the children placed with each provider. Authorized users have the ability to add new resources to the resource directory.
	Personnel	The Personnel module controls FACES' role based security and approval authorization structure. It includes an Agency organization chart and list of staff.
	Training	The Training module is used to maintain and update training information for CFSA staff and foster parents. This includes course descriptions, individual training records, and enrollment.
Case Management	Case Management	There are four modules in the Case Management category: case management, client, intake, and investigation.
	Case Management	The Case Management module provides information to assist users in managing their caseload. This information includes case planning, contacts, and transfer summary.
	Client	The Client module captures information on every member of the family associated with the case. This information includes court, demographic, education, and health.
	Intake	The Intake module captures information from callers pertaining to the safety of children, referral for services, or willingness to provide services.
	Investigation	The Investigation module captures information about the intake investigation. This includes the safety plan, family risk assessment, and the outcome of the investigation.
Reports	Reports	The Reports functionality captures two distinct types of reports-- case reports and management reports. Case reports allow users to create reports on specific clients within a case. Management reports inform supervisors and other managers.
Supportive	Supportive	The Supportive category includes functions that complement the other system functionality. Together this collection of sub-modules is called the <i>Common Framework</i> .
	Common Framework	The Common Framework allows users to view their calendar, documents, search, and perform system administration. System administration allows users to update and maintain the pick-list values and perform other administrative functions.

C-14 Contractor Workstations

The Contractor shall provide workstations for all Contractor personnel involved in the maintenance, support and ongoing development of the FACES.NET system. The workstations shall meet all information and security requirements of CFSA for each machine connected to the CFSA network.

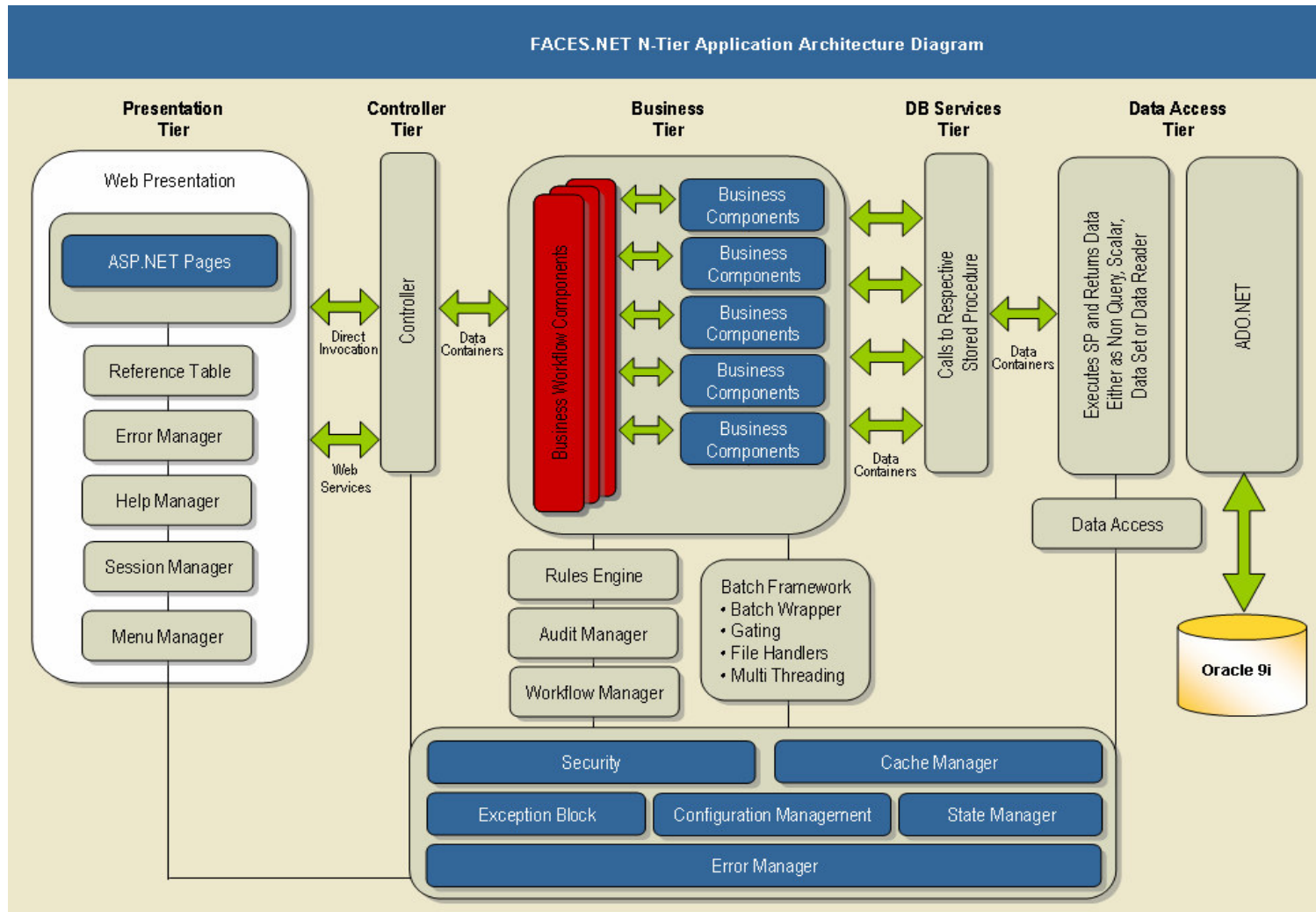
C-15 Days and Times of Services

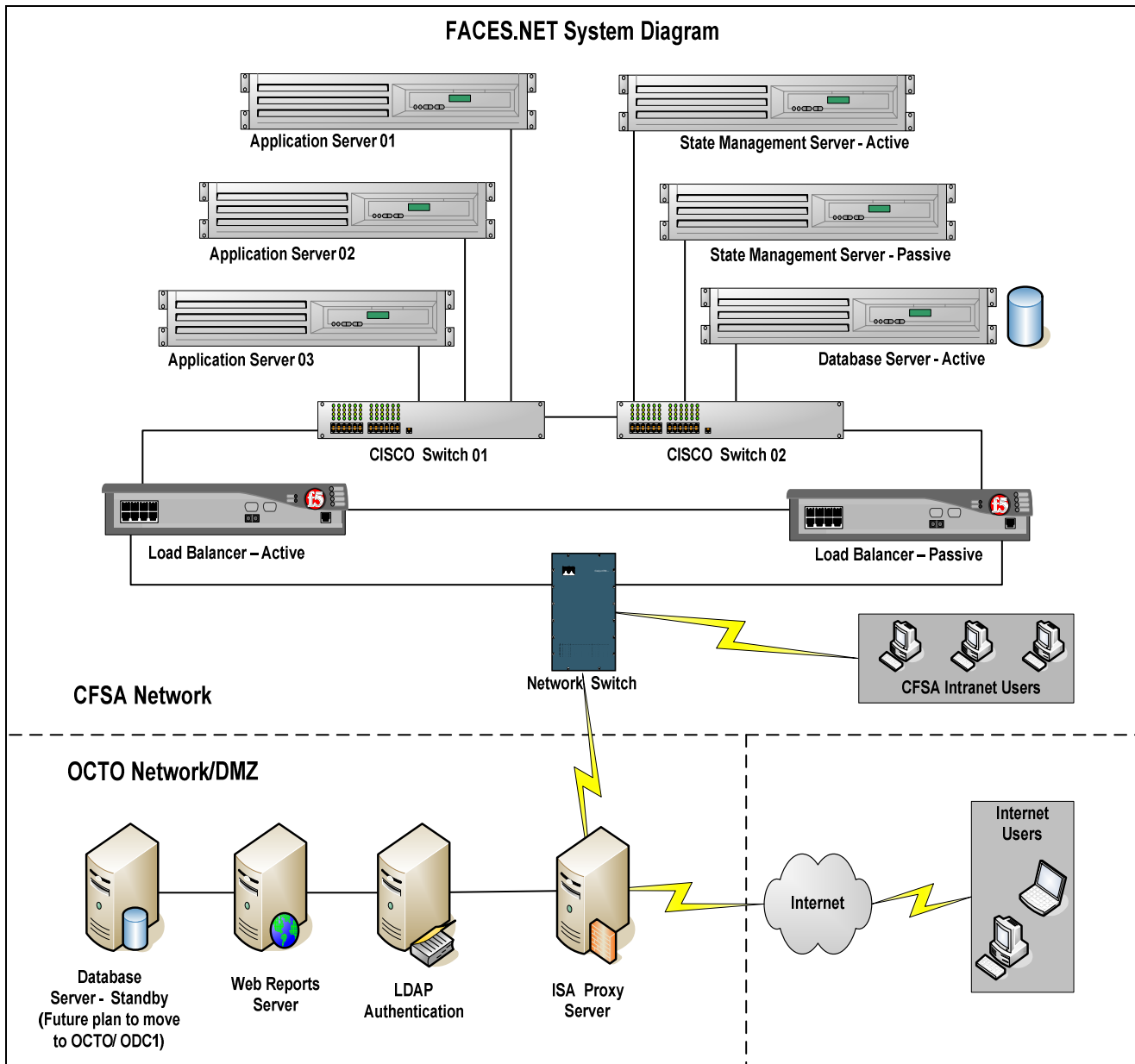
C-15.1 The Offeror shall perform its tasks during CFSA's regular business hours, Monday through Friday, from 8:00 A.M. to 5:00 P.M.

C-15.2 The District will maintain responsibility for ensuring that the system is available 24/7 to end-users through the service level agreement with OCTO's Server Operations team. The 24/7 uptime excludes scheduled downtime related to database backups and builds. However, the Offeror shall be available during non-regular business hours to troubleshoot and resolve any application and/or database issues causing FACES.NET downtime. Monday through Friday, the Offeror shall be available to provide CFSA FACES.NET application assistance within 30 minutes of request for assistance. The Offeror shall be available to provide FACES.NET application assistance 24 hours per day on Saturday and Sunday and holidays observed by the District of Columbia government at the request of the CFSA Program Monitor or designee. Based on history, the need for non-regular business hours assistance related to unscheduled system downtime may be required two to five times in a 12 month period.

C-15.3 The national holidays observed by the District of Columbia include:

- New Year's Day
- Dr. Martin Luther King, Jr.' Birthday Observance Day
- George Washington's Birthday Observance Day (President's Day)
- DC Emancipation Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

C-16 **FACES.Net N-Tier Application Architecture Diagram**

C-17 FACES.Net System Diagram

****END OF SECTION C****

SECTION D: PACKAGING AND MARKING

- D-1 The packaging and marking requirements for the resultant Contract shall be governed by clause number (2): Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions, for use with Supplies and Services Contracts, dated March 2007.

******END OF SECTION D******

SECTION E: INSPECTION AND ACCEPTANCE

- E-1.1 The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E-1.2 Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the services to be furnished under the Contract, to ensure that the services conform to the terms of the resultant contract. Any item found not in compliance with the specifications, shall be rejected.

******END OF SECTION E******

SECTION F: PERFORMANCE

F-1 TERM OF CONTRACT

F-1 The term of the Contract shall be for a period of three years from the date of award indicated on page 1.

F-2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F-2.1 CFSA may extend the term of this contract for a period of two (2) additional one-year option periods, by written notice to the Contractor, before the expiration of the Contract; provided that CFSA will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit CFSA to an extension. The exercise of the options is subject to the availability of funds, at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement, by providing a written waiver to the Contracting Officer, prior to expiration of the Contract.

F-2.2 If CFSA exercises this option, the extended Contract shall be considered to include this option provision.

F-2.3 The price for the option period shall be as specified in Section B (Pricing Schedule) of the Contract.

F-2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F-3 DELIVERABLES

The Contractor shall make records, reports, and any other data and program information available to the CFSA via paper, electronic or in the form of observation, through on-site visits conducted by CFSA Representatives.

****** END OF SECTION F ******

SECTION G: CONTRACT ADMINISTRATION

G-1 CONTRACT ADMINISTRATION

G-1.1 The Child and Family Services Agency, Contracts and procurement Administration shall be responsible for all matters of Contract Administration that does not deal with the monitoring of programmatic performance; for which the CFSA Program monitor is responsible. All questions shall be directed, in writing to the Agency Chief Contracting Officer, unless the Agency Chief Contracting Officer designates another contact person.

G-1.2 Contracts shall be entered into and signed on behalf of the District of Columbia only by the Contracting Officer. The address and telephone number of the Contracting Officer is:

Tara Sigamoni
Agency Chief Contracting Officer
Contracts and Procurement Administration
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza North Building, S.W. – Suite 5200
Washington, DC 20024
(202) 724-5300

G-2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G-2.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.

G-2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.

G-2.3 In the event that the Contractor effects any change at the instruction, or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price, to cover any cost increase incurred as a result thereof.

G-3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G-3.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Brady Birdsong
Administrator
Child Information Systems Administration
Child and Family Services Agency
702 H Street NW, 2nd Floor
Washington, DC 20004
brady.birdsong@dc.gov

G-3.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G-3.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G-4 ORDERING CLAUSE

G-4.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders (DO) or Task Orders (TO) by the Contracting Officer. Such orders may be issued during the term of the contract.

G-4.2 All Delivery Orders or TO are subject to the term and conditions of this contract. In the event of a conflict between a DO or TO and this contract, the contract shall take precedence.

G-5 INVOICE SUBMITTAL

G-5.1 The Contractor shall submit properly executed invoices on a monthly basis, or as otherwise specified in this Contract. Invoices shall be prepared in triplicate and submitted to the Agency's Fiscal Officer. The address of the Agency Fiscal Officer is:

Child and Family Services Agency
Office of the Chief Financial Officer
Fiscal Operations
400 Sixth Street SW, 2nd Floor
Washington, DC 20024

You may also submit your invoices via e-mail to: cfsa.accountspayable@dc.gov

G-5.2 To constitute a properly executed invoice, the Contractor shall submit the following information on the invoice:

- Contractor's name, address and telephone number
- Contract number, Federal tax ID and invoice number/date
- Contract number, and/or Purchase Order number
- Description of services
- Certifying signature by Contractor's authorized official

- Other supporting documentation as required according to the Contract

G-6 INVOICE PAYMENT

- G-6.1 CFSA will make payments to the Contractor, upon the submission of a proper invoice, at the prices stipulated in the resultant contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G-6.2 In accordance with the *Quick Payment Act*, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract, at the prices stated in Section B.

G-7 THE QUICK PAYMENT CLAUSE

G-7.1 Interest Penalties to Contractors

- G-7.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

- G-7.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G-7.2 Payments to Subcontractors

- G-7.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G-7.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or

- c) the 15th day after the required payment date for any other item.

G-7.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G-7.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G-8 **ASSIGNMENT OF CONTRACT PAYMENTS**

G-8.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution.

G-8.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G-8.3 Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(Name and address of Assignee).

G-9 **CANCELLATION CEILING**

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of (insert dollar amount) dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

G-10 **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G-10.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.

G-10.2 No final payment shall be made to the Contractor until the Agency Fiscal Officer has received the Contracting Officer's final determination or approval of waiver of the Contractor's

compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

****** END OF SECTION G ******

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 KEY PERSONNEL

- H-1.1 There shall be no substitutions of the Key Personnel without prior written approval of the COTR. The COTR shall approve all key personnel proposed by the Contractor, to work under this Contract, prior to the individual beginning work. CFSA may require for any reason, and at any time, that the Contractor remove and replace Contractor personnel or subcontractor personnel.

H-2 (intentionally left blank)

H-3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- H-3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. ("First Source Act").
- H-3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J-2.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H-3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H-3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H-3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H-3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H-3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H-3.6.

H-3.6 The Contracting Officer may waive the provisions of section H-3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H-3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H-3.5 and H-3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H-3.4 or whether a waiver of compliance pursuant to section H-3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H-3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H-3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H-3.8.

H-3.9 The provisions of sections H-3.4 through H-3.8 do not apply to nonprofit organizations.

H-4 LIQUIDATED DAMAGES

H-4.1 When the Contractor fails to perform the tasks required under this Contract, CFSA shall assess liquidated damages in an amount equal to the amount calculated as per section H-

4.1.1 per day, against the Contractor, until such time the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H-4.1.1 Once the District and the Contractor come to an agreement with regard to the time and price for the completion of system development and a firm fixed price task order is issued. The total price will be divided by the number of days for completion (excluding holidays and weekends) to arrive at a unit price per day. For each day the contractor is delayed in the completion of the work assigned via task order, the Contractor shall be assessed liquidated damages equal to the unit price per day for each day of delay. For example: Task Order No. 1 is issued on 8/1/09 with an agreed upon time of completion of 8/31/09. The total price for Task Order No. 1 is \$3,100.00. The unit price = \$3,100/31 or \$100.00. The task is not completed until September 5, 2009. The contractor will be assessed Liquidated Damages in the amount of \$500.00.

H-4.2 When the Contractor is unable to cure its deficiencies in a timely manner and CFSA requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing, until the time CFSA is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract provisions, the original Contractor is completely liable for any and all total cost differences between their Contract, and the new Contract awarded by CFSA, to the replacement Contractor.

H-5 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at DC Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the Program Monitor, who will provide the request to the FOIA Officer for the agency in accordance with the DC Freedom of Information Act. If the agency receives a request for a record maintained by the Contractor pursuant to the contract, the Program Monitor will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the Contract Monitor within the timeframe designated by the Program Monitor. The FOIA Officer for the agency will determine the release ability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with DC Official Code § 2-532 and Chapter 4 of Title 1 of the DC Municipal Regulations.

H-6 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination No. 05-2103 (Revision No. 8, dated May 26, 2009)**, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the

revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.7 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H-8 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H-9 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 *et seq.*

H-10 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H-11 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Child and Family Services Agency, and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

H.12 LICENSURE

In accordance with 45 CFR 95.617 the contractor must grant the Federal government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal government purposes, the software, modifications, and other documents produced under the contract/contract amendment/task order/procurement instrument.

****** END OF SECTION H ******

SECTION I: CONTRACT CLAUSES

I-1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) are incorporated as part of the Contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation attachments under the heading "Vendor Portal", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I-2 CONTRACTS THAT CROSS FISCAL YEARS

I-2.1 Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I-2.2 PRE-AWARD APPROVAL

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I-3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I-4 INSURANCE

I-4.1 *A. GENERAL REQUIREMENTS.* The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has

been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries **one million (\$1,000,000) limits per occurrence; two million (\$2,000,000) dollars aggregate;** includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries **one million (\$1,000,000) limits per occurrence; two million (\$2,000,000) dollars aggregate;** includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
4. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as an additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

7. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

I-4.2 B. DURATION. The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I-4.3 C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I-4.4 D. Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I-4.5 The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy, unless the insurer provides the contracting entity, licensing agency, and the Office of the City Administrator, with written notice of an intent to take such action, at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action." The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Tara Sigamoni
Agency Chief Contracting Officer
Contracts and Procurement Administration
Child and Family Services Agency
955 L'Enfant Plaza, S.W. North Building, – Suite 5200
Washington, DC 20024
(202) 724-5300

Office of the City Administrator
Attention Risk Management Officer
441 4th Street, N.W.
Suite 800S
Washington, DC 20001

I-4.6 The Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, and suits in law and equity including without

limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:

- Operating a facility;
- Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or
- Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors; whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility's indemnity obligations under this section shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility's obligation to defend the contracting entity, licensing agency, and the District of Columbia government.

I-4.7 The Contractor shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency within thirty (30) days of signed definitized contract.

I-5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I-6 SUBCONTRACTING

I-6.1 The Contractor shall not engage subcontractors to perform any of its responsibilities under this Contract without the prior written approval of the Contracting Officer.

I-6.2 Consent by the CFSA to any proposed subcontractor shall not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Contract.

I-6.3 The Contractor shall assure that all subcontracts approved by CFSA shall be consistent with the terms of this Contract, including, but not limited to, certifications and licenses of staff, safeguarding of confidential information, and insurance coverage.

I-6.4 For purposes of this Contract, any individual who is performing any part of the work or other requirement of this Contract and who is an employee of the Contractor is considered Contractor Personnel ("Contractor Personnel"). For example, self-employed individuals, independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency etc., who perform any part of the work or requirements of

this contract, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors. For purposes of this Contract, individuals and entities that perform services or provide goods under this Contract and are not included in the definition of "Contractor Personnel" under this paragraph shall be considered subcontractors. Arrangements with either temporary agencies or with individuals, for the provision of temporary personnel, are considered subcontracts.

I-7 AUDITS, RECORDS AND RECORD RETENTION

- I-7.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer, not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment, within thirty (30) days after written notification.
- I-7.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the Contract that results from this solicitation.
- I-7.3 The Contractor shall maintain and retain all records including written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers and interns; copies of unusual incident reports (UIR); travel manifests and other statistical records required by the District; financial records; supporting documents; and any other documents (including electronic storage media) pertinent to the Contract for a period of five (5) years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation, which may be based on the terms of the Contract.
- I-7.4 The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District Agencies, or other personnel duly authorized by the Contracting Officer.
- I-7.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's Contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I-7.6 The Contractor shall include these aforementioned audit and recordkeeping requirements in all approved subcontracts and assignments.

I-8 CONFLICT OF INTEREST

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with

the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the Contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I-10 CONTINUITY OF SERVICES

I-10.1 CONTINUITY OF SERVICES

I-10.2 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

1. Furnish phase-out, phase-in (transition) training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I-10.3 The Contractor shall, upon the Contracting Officer's written notice:

1. Furnish phase-in, phase-out services for up to 90 days after this contract expires and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I-10.4 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I-10.5 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I-10.6 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

- I-11** **RIGHTS IN DATA** – In accordance with 45 CFR 95.617 the contractor must grant the District all ownership rights in software or modifications and associated documentation designed, developed or installed under the contract/contract amendment/task order/procurement instrument.
- I-11.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I-11.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I-11.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I-11.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I-11.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or

in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I-11.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I-11.7 The restricted rights set forth in section I-11.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With

_____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I-11.8 In addition to the rights granted in Section I-11.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-11.9 below, under any copyright owned by the

Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I-11.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I-11, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I-11.10 For all computer software furnished to the District with the rights specified in Section I-11.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I-11.5. For all computer software furnished to the District with the restricted rights specified in Section I-11.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I-11.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I-11.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I-11.13 Paragraphs I-11.6, I-11.7, I-11.8, I-11.11 and I-11.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I-12 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Child and Family Services Agency and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I-13 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007.

I-14 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

***** END OF SECTION I******

SECTION J: ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference and Order of Preference – a conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference in the following order of preference:

J-1 INCORPORATED DOCUMENTS

The following documents are incorporated into this solicitation by reference and made a part hereof. If there is a conflict in the language among these incorporated documents, the following list sets forth in descending order of priority the precedence of interpretation. The following forms, located at www.cfsa.dc.gov Contracting Opportunities, Procurement Library:

- J-1.1 LaShawn A. v. Fenty Amended Implementation Plan
- J-1.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007
- J-1.3 Wage Determination No. 05-2103 (Revision No. 6, dated May 29, 2008)
- J-1.4 Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006(D.C. Law 16-118, D.C. Official Code 2-220.01§et seq.) (www.ocp.dc.gov)

J-2 INCORPORATED ATTACHMENTS

(The following forms, located at www.cfsa.dc.gov Contracting Opportunities, Procurement Library, shall be completed and incorporated with the proposal.)

- J-2.1 LSDBE Certification Application Package
- J-2.2 E.E.O. Information and Mayor's Order 85-85
- J-2.3 Office of Tax and Revenue Tax Certification Affidavit
- J-2.4 Department of Employment Services Tax Certificate Affidavit
- J-2.5 First Source Employment Agreement
- J-2.6 Cost/Price Data Package and Budget Information
- J-2.7 Performance Evaluation

****** END OF SECTION J ******

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K-1 TYPE OF BUSINESS ORGANIZATION

K-1.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____
(Country)

K-2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Name: _____
Title: _____
Signature: _____

Offeror _____ has _____ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85. Offeror _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-Offerors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K-3 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K-4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K-5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

(1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices

(ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

(2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the proposal is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to sub-paragraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

K-6**WALSH-HEALEY ACT**

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public.

Contracts Act, as amended (41 U.S.C. §§35-45) (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

K-7**TAX CERTIFICATION**

Each Offeror must submit with its bid, sworn Tax Certification Affidavits, incorporated herein as Section J-2.

****** END OF SECTION K ******

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1 METHOD OF AWARD:

The District reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received, whenever it is determined that such action is in the best interest of the District. The District intends, but is not obligated, to award a *single* contract resulting from this solicitation to the responsive and responsible offeror who has the highest evaluated score). See Section M for Evaluation Factors.

The District intends to award a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be the most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L-1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L-2 PRE-PROPOSAL CONFERENCE

L-2.1 A pre-proposal conference will be held at 2:00 PM on September 3, 2009 in the 5th Floor conference room at Child and Family Services Agency, Contracts and Procurement Administration, 955 L'Enfant Plaza SW, North Building, Suite 5200, Washington, DC. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L-2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the CFSA's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the CFSA website at www.cfsa.dc.gov, under *Contracting Opportunities*.

L-3 PREPARATION AND SUBMISSION OF PROPOSALS

- L-3.1 Offerors shall submit a signed original and five copies. The District will not accept a facsimile copy of a proposal as an original proposal. All items accepted by the District, all pages of the Invitation for Proposals (RFP), all attachments and all documents containing the offeror's bid shall constitute the formal contract. **Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. CFSA-09-R-0001."**
- L-3.2 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.
- L-3.3 The District may reject as non-responsive any proposal that fails to conform in any material respect to the Invitation for Proposals.
- L-3.4 The District may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.

L-3.5 PROPOSAL FORM, ORGANIZATION AND CONTENT

- L-3.5.1 One original and (five copies) of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (as specified in Section A.3)"
- L-3.5.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L-3.5.3 TECHNICAL PROPOSAL

L-3.5.3.1 Cover Letter

Technical Proposals shall contain a cover letter that affirms the Offeror's acceptance of the solicitation provisions and provides the mailing address, name, e-mail address, and telephone number for the Offeror's point of contact regarding the solicitation, and the signature of an authorized representative.

L-3.5.3.2 Table of Contents

The Offeror's technical proposal shall include a Table of Contents indicating the location and page number for the information required and described in below in sections L-3.5.3.3.1, L-3.5.3.3.2, L-3.5.3.4.1, L-3.5.3.4.2.

L-3.5.3.3 Technical Expertise

The Offeror shall provide the following:

L-3.5.3.3.1 Technical Expertise Narratives

- a. A brief description of the firm and its qualifications to perform the services described in Section C including proposed staffing plan, staffing pattern, and organizational structure to successfully fulfill the required services described in Section C. The offeror shall include specific discussion of the Offeror's and Offeror's staff experience and qualifications relevant to providing the Scope of Services and the specific roles they have played in projects similar in size and scope as those described in C.
- b. A discussion to provide evidence that the Offeror's fiscal management and financial recordkeeping systems are sound.

L-3.5.3.3.2 Technical Expertise Attachments

- a. An organizational chart showing:
 1. The names and positions of Offeror's employees who will provide or contribute to the services to be performed under the contract;
 2. Subcontractors that will be performing services for the Offeror under the contract; and
 3. The reporting lines and accountability among Offeror's staff and subcontractors as applicable.
- b. The resumes of the Offeror's staff included in the Offeror's organizational chart.
- c. Copy of proposed subcontractor or teaming agreements to be utilized by the Offeror in the delivery of the required services as applicable;

L-3.5.3.4 Past Performance

The Offeror shall provide the following:

L-3.5.3.4.1 Past Performance Narratives

- a. A description the Offeror's past performances providing services and work on projects similar in size and scope as those described in C including lessons learned, problematic situations and barriers faced by the Offeror.
- b. A description of the Offeror's number of years of experience providing services similar to those described in C.

L-3.5.3.4.2 Past Performance Attachments

- a. List the following information for contracts and subcontracts under which Offeror has performed work similar in size and scope as those described in C.:
 1. Name of contracting activity;
 2. Contract number;
 3. Contract type;
 4. Contract duration (or Period);
 5. Total contract value;
 6. Description of work performed;
 7. Contracting Officer's Name, Address and Telephone;
 8. Project Manager's Name, Address and Telephone;
- b. Offeror shall request that each business reference listed in L-3.5.3.4.3 above complete the Past Performance Evaluation Form provided as Attachment J.2.7 and submit to the contact person identified on page 1 prior to the closing date established for the solicitation.)

L-3.5.3.5 Certifications and Attachments

The Offeror shall provide the following:

- a. Signed Solicitation, Offer and Award form (page 1);
- b. Completed Attachments J.2.2 through J.2.6 of this solicitation;
- c. Completed Representations and Certifications and other statements of the Offeror in Section K.1, K.2, K.3, K.4, K.5, and K.6; and
- d. Licenses and documentation of incorporation; and

L-3.5.3.6 Price Proposal

The offeror shall include in its price proposal the following:

- a. Complete Price Schedule (Section B.3) showing the total proposed price to provide the required services;
- b. Cost/Price Certification (Attachment J.2.6)
- c. Cost/Price data – Attachment J.2.6
- d. A detailed budget narrative explaining and justifying the overall budget (Attachment J.2.6). The Offeror shall explain and describe the composition and build-up of all costs included in the Cost/Price Data (Attachment J.2.6).

L-4 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L-5 ERRORS IN PROPOSALS:

Offerors are expected to read and understand fully all information and requirements contained in the solicitation. Failure to do so will be at the Offeror's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L-6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L-6.1 Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of proposals; or
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L-6.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L-6.3 Late Submissions

A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L-6.4 Late Modifications

A late modification of a successful proposal which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L-6.5 Late Proposals

A late proposal, late modification or late withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L-7 HAND DELIVERY OR MAILING OF PROPOSALS

Offerors must deliver or mail their proposals to the address in Section A.8 of the cover page.

L-8 QUESTIONS ABOUT THE SOLICITATION

If a prospective Offerer has any questions relative to this solicitation, the prospective Offeror shall submit the questions in writing to the Contracting Officer. The prospective Offeror shall submit questions no later than *(insert #)* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than *(insert #)* days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L-9 FAILURE TO SUBMIT PROPOSALS

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Officer, *(insert agency name, address and telephone number)*, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, *(insert agency name)*, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contracting Officer, *(insert agency name)*, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-10 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to proposal opening or the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L-11 SIGNING OF PROPOSALS

L-11.1 The Contractor shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the Offeror and be signed by the person(s) legally authorized to sign contracts on behalf of that organization. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L-11.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the Offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign

for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

L-12 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of proposals. Offeror's failure to acknowledge an amendment may result in rejection of the proposal.

L-13 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L-13.1 Name, address, telephone number and federal tax identification number of Offeror;

L-13.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L-13.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L-14 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L-14.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L-14.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L-14.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L-14.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L-14.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L-14.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L-14.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L-14.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

***** END OF SECTION L *****

SECTION M: EVALUATION FACTORS

M-1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M-1.1 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise theM- The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M-2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M-3 EVALUATION CRITERIA

The evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Offeror is informed that the evaluation criteria described below will (1) serve as the standard against which all

proposals will be evaluated and (2) serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation. The Offerors' technical proposal and price proposal shall be evaluated separately.

M-3.1 EVALUATION FACTORS

Proposals will be evaluated based on the following technical evaluation factors

EVALUATION FACTORS 0 – 100 POINTS		
TECHNICAL EVALUATION FACTORS 0 - 73 POINTS		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	RELATIVE IMPORTANCE
Technical Expertise	0 - 33	Technical Expertise is more important than Past Performance, and Price.
Key Personnel	0-20	Key Personnel is less important than Technical Expertise and more important than Price but equally important to Past Performance.
Past Performance	0 - 20	Past Performance is less important than Technical Expertise and more important than Price but equally important to Key Personnel.
PRICE FACTOR 0 - 15 POINTS		
Price	0 - 15	Price is less important than Technical Expertise and Past Performance.
PREFERENCE POINTS 0 – 12		
Preference Points	0 – 12	Preference Points as described in M-6
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

M-4 EVALUATION STANDARDS**M-4.1 TECHNICAL PROPOSAL****M-4.1.1 Technical Expertise (33 points):**

This factor considers the Offeror's technical expertise including the Offeror's staff, staff qualifications, organizational structure, and technical capacity to deliver the required services. The standard is met when the Offeror submits the required information described in L.2.5.3.3 to demonstrate the Offeror's technical expertise to successfully complete the required services as described in C..

Contractor must have experience in designing, developing and the implementation of large scale relational databases and/or case management systems; preferably statewide human service systems.

- Describe the duration and extent of your organization's experience and role in maintenance, support and ongoing development on and for large scale relational databases and/or case management systems; preferably statewide human service systems. Include description of all systems designed for statewide, automated administration of Human Service programs.
- Discuss your organization's experience in maintenance and major enhancement of large Microsoft .NET web-based applications of similar complexity as described in the Technical Background section of this document.
- Detailed description of the organization's Software Development Life Cycle (SDLC) methodology and approach including roles, staffing patterns, tools and procedures used to evaluate and implement system enhancements.
- Discuss your organization's experience in Microsoft.NET version 3.0, Oracle 10g, application architecture similar to FACES.NET as described in the Background section, HP Unix and Crystal Reports.

M-4.1.2 Key Personnel (20 Points)

M-4.1.2.1 Project Manager (5 points) – The Project Manager shall be responsible for managing the contract team and for the successful maintenance, support, and ongoing development, of FACES.NET. The position requires a Bachelor's degree and a minimum of four years of management or project management experience. Relevant work experience shall include successful management of a SACWIS. The Project Manager shall have a minimum of three (3) years experience in SACWIS.

M-4.1.2.2 Functional Lead/System Designer (5 points) – The Application Technical Team Lead(s) shall demonstrate his/her expertise in system architecture, .NET Design and development for .NET infrastructure. This position requires a Bachelor's degree in Information Systems or related

area, a minimum four years in software development preferably with some SACWIS experience, and a minimum of three year in .NET expertise.

M-4.1.2.3 Database Administrator (5 points) – Database Administrator shall be able to install, maintain, and upgrade Oracle databases, tools, and related products, troubleshoot DBMS and Applications problems, and shall assist in the design and development of new processes and technologies. Additional abilities include ongoing tuning and system performance optimization as well as backup/recovery expertise. This position requires a Bachelor's degree in Information System, Computer Science or equivalent degree and a minimum of two years of specialized experience in Oracle database administration and general experience on a multi-server local area network.

M-4.1.2.4 Software Developers (5 points) – The Software Developers shall demonstrate expertise in .NET design and development. These positions require a Bachelor's degree in Information Systems and a minimum of two years current experience in .NET development

M-4.1.3 Past Performance (20 Points):

This factor considers the Offeror's past performance in performing services similar to the required services as described in Section C of this RFP. This factor includes an examination of the quality of services provided, timelines in service delivery, business practices, and overall satisfaction of the Offeror's performance. The standard is met when the Offeror provides the information requested in L.2.5.3.4 for past performance providing services similar in size and scope as those described in Section C.

Contractor must have experience in maintaining, supporting and developing web-based applications built on

- Microsoft .NET version 3.0
- Oracle 10g
- N-tiered architecture similar to the FACES.NET description provided in the Technical Background section of this document;
- HP Unix
- Crystal reports

M-4.3 Price (15 Points)

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score.

The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Evaluated price of proposal being evaluated}} \times 15 = \text{Price Score}$$

M-5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise the M-

The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M-6 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES) – (MAXIMUM 12 Points)

M-6.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", DC Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M-6.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

1. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
3. Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
5. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
6. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M-7 **Application of Preferences**

The preferences shall be applicable to prime Contractors as follows:

1. Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bid (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
2. Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
3. Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
4. Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
5. Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
6. Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M-8 **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M-8.1 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M-9 **Vendor Submission for Preferences**

M-9.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M-9.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M-9.3 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M-9.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001

M-9.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

****** END OF SECTION M ******